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8 Aaron Bass  
9

10 UNITED STATES DISTRICT COURT  
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 KADE EZRA BASS, a minor, by and  
13 through his Guardian ad Litem,  
14 JUSTIN AARON BASS

15 Plaintiff,

16 vs.

17  
18 MELIA HOTELS  
19 INTERNATIONAL, S.A. and DOES 1  
20 through 100, inclusive,

21 Defendants.  
22

Case No.: 2:17-cv-5198

23 **COMPLAINT FOR NEGLIGENCE**  
24 **RESULTING IN PERSONAL**  
25 **INJURIES**

26 **Jury Trial Demanded**  
27

28 **COMES NOW** the Plaintiff Kade Ezra Bass, a minor, by and through his  
Guardian ad Litem Justin Aaron Bass and their attorney Athanasios O. Simoudis,  
Esq. for their causes of action against the Defendant, herein state and allege as  
follows:

///

**JURISDICTION AND VENUE**

1  
2 1. The Court has subject matter jurisdiction over this action pursuant to  
3 28 U.S.C. § 1332 (a) and the Plaintiff seeks damages in excess of \$75,000.00.

4 2. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (c).

**THE PARTIES**

5  
6 3. Plaintiff Kade Ezra Bass resides in Los Angeles County, California.  
7 Plaintiff Kade Ezra Bass was and is a natural person.

8 4. At all times herein relevant, defendant Melia Hotels International, S.A.  
9 (“Melia”) is a Spanish corporation doing business internationally and was at all times  
10 the owner of the Paradisus Palma Real Golf & Spa Resort located at Playa de Bávaro,  
11 Av. Alemanio, Punta Cana 23000, Dominican Republic where the Plaintiff sustained  
12 the injuries that have given rise to this complaint.

13 5. Plaintiff is unaware of the true names and capacities of the Defendants  
14 sued herein as DOES 1 through 100, inclusive, and for that reason sues said  
15 Defendants by such fictitious names. Plaintiff will file and serve an amendment to  
16 this Complaint alleging the true names and capacities of these fictitiously named  
17 Defendants when such true names and capacities become known to Plaintiff.  
18 Plaintiff is informed and believes, and based thereon alleges, that each of the  
19 fictitiously named Defendants is responsible in some manner for, and proximately  
20 caused, the harm and damages alleged herein below. (Melia and DOES 1 through  
21 100, inclusive, are referred to collectively herein as “Defendants.”)

22 6. Plaintiff is informed and believes, and based thereon alleges, that each  
23 of the Defendants named herein acted as the employee, agent, spouse, partner, alter-  
24 ego, and/or joint venturer, of each of the other Defendants named herein and, in  
25 doing the acts and in carrying out the wrongful conduct alleged herein, each of the  
26 Defendants acted within the scope of their relationship and with the permission,  
27 consent, and ratification, of each of the other Defendants named herein.  
28





1 fell. At all relevant items, Defendant failed to warn Plaintiff of the floor's condition  
2 and failed to otherwise make the condition safe.

3 12. The impact from the fall caused Plaintiff to suffer, serious injuries.

4 13. Plaintiff's fall and resultant injuries were solely, directly, and  
5 proximately caused by the above-described acts and omissions of the Defendants.

6 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

7 (General Negligence)

8 14. Plaintiff refers to and incorporates by reference the allegations  
9 contained in paragraphs 1 through 13, as though fully set forth herein with the same  
10 force and effect.

11 15. At all times mentioned herein, Defendants had a duty to act in a  
12 reasonable and prudent manner and with ordinary care in maintaining the floor in a  
13 way that would not cause injury to others including Plaintiff.

14 16. Just prior to and at the time of Plaintiff's trip-and-fall, Defendants,  
15 acting with full knowledge, breached the duty of care they owed to Plaintiff in each  
16 of the following non-exclusive respects:

17 (a) failing to timely and adequately inspect the premises for such unsafe  
18 conditions;

19 (b) failing to detect such inherently unsafe conditions;

20 (c) failing to keep the premises free of unsafe conditions;

21 (d) failing to maintain the premises in a manner that would prevent such  
22 unsafe conditions from being present;

23 (e) failing to warn Plaintiff of such unsafe conditions;

24 (f) failing to have a competent person, one capable of identifying existing  
25 and predictable hazards of the store's walkways, with authority to take  
26 prompt corrective measure to eliminate the dangers;

27 (g) by failing to have a competent person inspect the floor for dangerous  
28 conditions or defects;



1 (h) by failing to protect Plaintiff for injury by use of slip-resistant materials  
2 on the surface of the floor;

3 (i) failing to timely remedy such unsafe conditions; and

4 (j) in other manners to be proved at the trial of this case.

5 17. Just prior to and at the time of Plaintiff's trip-and-fall, Defendant knew,  
6 or in the exercise of reasonable care should have known, that the above-described  
7 negligence, carelessness, recklessness, and/or unlawfulness carried a risk that  
8 others, including Plaintiff could be injured.

9 As a direct and proximate result of the above-described negligence, carelessness,  
10 recklessness, and/or unlawfulness, Defendants caused Plaintiff to use an uneven  
11 surface of the floor and caused bodily injuries to Plaintiff.

12 18. As a direct and proximate result of Plaintiff's trip-and-fall that was  
13 caused by Defendants negligence, carelessness, recklessness, and/or unlawfulness,  
14 Plaintiff was injured in her health, strength, activity, sustaining injury to her body  
15 and shock and injury to her nervous system and person, all of which injuries have  
16 caused an continue to cause, Plaintiff great mental, physical, nervous pain and  
17 suffering, loss of enjoyment of life, physical restrictions and limitations, anxiety,  
18 annoyance, and inconvenience, all to his general damage and detriment.

19 19. As a further direct and proximate result of Plaintiff's trip and fall that  
20 was caused by Defendants' negligence, carelessness, recklessness and/or  
21 unlawfulness, Plaintiff has been required to expend sums of money and incur  
22 obligations, and may continue to expend money and incur obligations, for medical  
23 services, x-rays, drugs, and sundries reasonably required in the treatments and relief  
24 of the injuries herein alleged. The medical expenses are not fully known at this  
25 time, and leave of court is hereby requested to amend the Complaint to conform to  
26 proof at the time of trial.

27 20. As a further a direct and proximate result of Plaintiff's trip-and-fall that  
28 was caused by Defendants' negligence, carelessness, recklessness, and/or

1 | unlawfulness, Plaintiff has already incurred, and in all likelihood, will in the future  
2 | incur substantial loss of income, earning capacity, and career opportunities the  
3 | value of which are not fully known at this time, and leave of court is hereby  
4 | requested to amend this Complaint to conform to proof at the time of trial.

5 |         21. Plaintiff's trip-and-fall and his resulting general and special damages  
6 | were solely, directly, and proximately caused by the above-described acts and  
7 | omissions of Defendants.

8 |         **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

9 |                     (Premises Liability)

10 |         22. Plaintiff refers to and incorporates by reference the allegations contained  
11 | in paragraphs 1 through 21, as though fully set forth herein with the same force and  
12 | effect.

13 |         23. Defendants, and each of them, either directly or by and through their  
14 | agents, employees, and/or servants, acting within that capacity and with the full  
15 | knowledge, permission, consent, and/or authorization of the employer and/or  
16 | principal, owned, occupied and/or controlled the premises, including the grocery  
17 | store, its walkways and the uneven floor where Plaintiff fell.

18 |         24. Defendants, and each of them, either directly or by and through their  
19 | agents, employees, and/or servants, acting within that capacity and with the full  
20 | knowledge, permission, consent, and/or authorization of the employer and/or  
21 | principal, were negligent in their use and maintenance of the premises in that they  
22 | had a duty to inspect, maintain, and use the facility, its walkways and the uneven  
23 | surface floor where Plaintiff fell in a manner that would prevent Plaintiff from being  
24 | injured by an unsafe condition.

25 |         25. Defendants, and each of them, failed to prevent plaintiff from begin  
26 | injured by unsafe conditions that included, but were not limited to: an uneven area  
27 | of the floor. With respect to those unsafe conditions of the premises, Defendants  
28 | breached their duty of care in the following non-exclusive respects:



1 (a) failing to timely and adequately inspect the premises for such unsafe  
2 conditions;

3 (b) failing to detect such inherently unsafe conditions;

4 (c) failing to keep the premises free of unsafe conditions;

5 (d) failing to maintain the premises in a manner that would prevent such  
6 unsafe conditions from being present;

7 (e) failing to warn Plaintiff of such unsafe conditions;

8 (f) failing to have a competent person, one capable of identifying existing  
9 and predictable hazards on the resort's walkways, with authority to take prompt  
10 corrective measures to eliminate the dangers;

11 (g) by failing to have a competent person inspect the floor for dangerous  
12 conditions or defects;

13 (h) by failing to protect Plaintiff from injury by making sure there were no  
14 uneven surfaces on the pool floor;

15 (i) failing to timely remedy such unsafe conditions; and

16 (j) in other manners to be proved at the trial of this case.

17 26. The dangerous condition of the uneven area of the floor was known to  
18 Defendants who failed to properly clean and/or dry the uneven floor area where  
19 patrons, such as the Plaintiff, would walk. Further, the dangerous conditions of the  
20 uneven area of the floor had existed for a long enough period of time that  
21 Defendants, and each of them, either knew or should have known that the uneven  
22 area of the floor was dangerous for others. Like Plaintiff, who would be forced to  
23 walk on that area of the floor while a patron of the facility.

24 27. Defendants, and each of them, knew or should have known that the  
25 conditions of the uneven area of the floor posed a danger that would not obvious  
26 to, or reasonably anticipated by, persons using the facility's walkways, including  
27 Plaintiff.

28 28. Despite having actual and/or constructive knowledge of the dangerous

1 conditions on the premises herein described, Defendants, and each of them, either  
2 directly or by and through their agents, employees, and/or servants, acting within  
3 that capacity and with the full knowledge, permission, consent, and/or authorization  
4 of the employer and/or principal, failed to prevent said dangerous conditions from  
5 injuring Plaintiff.

6 29. Plaintiff's trip-and-fall was directly and proximately caused by the  
7 above-described acts and omissions of Defendants, and each of them, either directly  
8 or by and through their agents, employees, and/or servants, acting within that  
9 capacity and with the full knowledge, permission, consent, and/or authorization of  
10 the employer and/or principal.

11 30. As a direct and proximate result of the Plaintiff's trip-and-fall that was  
12 caused by the above-described acts of Defendants, Plaintiff was injured in his  
13 health, strength, and activity, sustain injury to her body and shock and injury to her  
14 nervous system and person, all of which injuries have caused, and continue to  
15 cause, Plaintiff great mental, psychical, nervous pain and suffering, loss of  
16 enjoyment of life, physical restrictions and limitations, anxiety, annoyance, and  
17 inconvenience, all to his general damage and detriment.

18 31. As a further direct and proximate result of Plaintiff's slip-and-fall that  
19 was caused by the above-described acts of Defendants, Plaintiff has been required  
20 to expend sums of money and incur obligations, and may continue to expend money  
21 and incur obligations, for medical services, x-rays, drugs, and sundries reasonably  
22 required in the treatment and relief of the injurie herein alleged. The medical  
23 expenses are not fully known at this time, and leave of court is hereby requested to  
24 maned this Complaint to conform to proof at the time of trial.

25 32. As further a direct and proximate result of Plaintiff's trip-and-fall that  
26 was caused by the above-described acts of Defendants, Plaintiff has already  
27 incurred, and in all likelihood, will in the future incur, substantial loss of income,  
28 earning capacity and career opportunities, the value of which are not fully known



1 at this time, and leave of court is hereby requested to amend this Complaint to  
2 conform to proof at the time of trial.

3 **PRAYER FOR DAMAGES**

4 WHEREFORE, the Plaintiff prays for damages against the Defendants, and  
5 each of them, as follows:

6 **FIRST CAUSE OF ACTION**

7 1. For General Damages in a sum to be ascertained at the time of trial;

8 2. For medical and health care expenses in a sum to be ascertained at the time  
9 of trial;

10 3. For future medical and health care expenses in a sum to be ascertained at  
11 the time of trial;

12 4. For all incidental expenses in a sum to be ascertained at the time of trial;

13 5. For all loss of earnings;

14 6. For all future loss of earnings;

15 7. For all travel and accommodation costs;

16 8. For costs of suit incurred herein; and

17 9. For such other and further relief as this Court may deem just and proper.

18 **SECOND CAUSE OF ACTION:**

19 1. For General Damages in a sum to be ascertained at the time of trial;

20 2. For medical and health care expenses in a sum to be ascertained at the time  
21 of trial;

22 3. For future medical and health care expenses in a sum to be ascertained at  
23 the time of trial;

24 4. For all incidental expenses in a sum to be ascertained at the time of trial;

25 5. For all loss of earnings;

26 6. For all future loss of earnings;

27 7. For all travel and accommodation costs;

28 8. For costs of suit incurred herein; and

1 9. For such other and further relief as this Court may deem just and proper.  
2

3 DATED: July 14, 2017

BAUMAN LAW

4  
5 BY: /s/Athanasios O. Simoudis  
6 Athanasios O. Simoudis  
7 Attorneys for Plaintiff KADE EZRA  
8 BASS, a minor, by and through his  
Guardian ad Litem, JUSTIN AARON  
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4 **DEMAND FOR A JURY TRIAL**

5 Plaintiff hereby demands a jury trial.

6  
7 DATED: July 14, 2017

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8  
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11 Attorneys for Plaintiff KADE EZRA  
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